Since the indorsement was to an agent and without value, the assumption of the court that there was no intent to pass an interest in the goods seems justified. And the common law rule is that the effect of the endorsement of a bill of lading is limited by the intent of the parties. *Sewell* v. *Burdick*, 10 App. Cas. 74. A bill of lading, though *prima facie* evidence of absolute ownership in the *bona fide* indorsee, may be explained. *Low* v. *De Wolf*, 8 Pick. (Mass.) 101. An indorsement in furtherance of a bargain confers an interest sufficient to give the indorsee the right of possession. *Dracachi* v. *Navigation Co.*, L. R. 3 C. P. 190. But an indorsement to an agent merely for the purpose of stoppage *in transitu* passes no property sufficient to support an action of trover. *Waring* v. *Cox*, 1 Camp. 369. Likewise a re-indorsement merely for the purpose of getting the goods from the carrier passes no property interest to the second indorsee. *Moors* v. *Wyman*, 146 Mass. 60. Even under the mercantile view the intent with which an indorsement is made must be considered. *Dodge* v. *Meyer*, 61 Cal. 405. Under either the common law or the mercantile view, therefore, the decision in the case considered is sound.

SPECIFIC PERFORMANCE — GENERAL NATURE AND SCOPE OF EQUITABLE RELIEF — CERTAINTY NECESSARY IN CONTRACTS TO MORTGAGE. — The plaintiff agreed to lend the defendant a certain sum with which to buy land, upon the latter's promise to give him a mortgage on the land for the sum. No time was fixed for payment of the mortgage debt. The defendant received the money and bought the land. The plaintiff asked for specific performance of the contract. *Held*, that he is not entitled to such relief. *Poole* v. *Tannis*, 118 N. W. 188 (Wis.).

It is a general prerequisite to granting specific performance, that the contract to be enforced must be so definite in its terms and as to its subject matter, that equity may be reasonably sure of carrying out the intention of the parties. Ordinarily in enforcing contracts in regard to realty, it is required that stipulations as to price and time of payment be very definite. Thus, a contract for the sale of land on credit, which does not fix the time for deferred payments, and a contract to renew a lease at its expiration, the rent to be proportioned to the valuation of the premises at that time, are too uncertain to be specifically enforced. *Buck* v. *Pond*, 126 Wis. 382; *Pray* v. *Clark*, 113 Mass. 283. But it has been held that a contract to give a mortgage could be enforced, although no time was fixed for maturity, on the ground that this meant a reasonable time. *Triebert* v. *Burgess*, 11 Md. 452. The principal case, however, represents the better view and is supported by the weight of authority. *McClintock* v. *Laing*, 22 Mich. 212; *Milliman* v. *Huntington*, 68 Hun (N. Y.) 258.

SUNDAY LAWS — NEGOTIABLE INSTRUMENTS — VALIDITY OF PROMISSORY NOTE EXECUTED ON SUNDAY. — The plaintiff sued on a promissory note bearing the date of a week day, but in fact signed and delivered in the mail on Sunday. By reason of the false date, the plaintiff was not aware that the note was executed on Sunday. *Held*, that the plaintiff may recover. *Collins* v. *Collins*, 117 N. W. 1089 (Ia.).

There is difference of opinion as to whether state statutes prohibiting business on Sunday affect the making of a contract on that day. Where they are construed as aimed primarily at preventing disturbance of the peace, a contract made on Sunday retains its common law validity. *Richmond* v. *Moore*, 107 Ill. 429. But in the majority of states the statutes are held applicable to Sunday contracts, and such a contract is generally said to be void. *Clough* v. *Goggins*, 40 Ia. 325. The better view seems to be that, while not strictly void, it is illegal; and therefore the law will not aid one party to it as against the other, where both have notice of its illegality. *Cranson* v. *Goss*, 107 Mass. 439. *Contra*, *Williams* v. *Armstrong*, 130 Ala. 389. But where the contract is in the form of a negotiable instrument it is good in the hands of a *bona fide* holder not chargeable with knowledge of the execution on Sunday. *Gordon* v. *Levine*, 197 Mass. 263. And in extending the *bona fide* privilege to the obligee himself, the main case is clearly to be justified.